

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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OPPENHEIMER & CO. INC., : Case No.: 18-cv-173-SHS
Plaintiff, :
: - against -
: :
DOCULYNX, INC., as successor-in-interest to :
ANACOMP, INC., :
Defendant :
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PLAINTIFF'S REPLY TO DEFENDANT'S COUNTERCLAIMS

Plaintiff, Oppenheimer & Co. Inc. (“Oppenheimer”), through its attorneys, Satterlee Stephens LLP, as and for its reply to Defendant DocuLynx, Inc. (“DocuLynx”), Answer with Counterclaims (the “Counterclaims”), responds as follows:

**AS AND FOR PLAINTIFF'S RESPONSE TO DEFENDANT'S
THIRD AFFIRMATIVE DEFENSE AND FIRST COUNTERCLAIM**

1. Oppenheimer admits the allegations set forth within Paragraph 67 of the Counterclaim.
2. Oppenheimer neither admits nor denies the allegations set forth within Paragraph 68 of the Counterclaim and respectfully refers the Court to the referenced document for a true and accurate reading of its contents in their proper context.
3. Oppenheimer neither admits nor denies the allegations set forth within Paragraph 69 of the Counterclaim and respectfully refers the Court to the referenced document for a true and accurate reading of its contents in their proper context.
4. Oppenheimer neither admits nor denies the allegations set forth within Paragraph 70 of the Counterclaim and respectfully refers the Court to the referenced document for a true and accurate reading of its contents in their proper context.

5. Oppenheimer neither admits nor denies the allegations set forth within Paragraph 71 of the Counterclaim and respectfully refers the Court to the referenced document for a true and accurate reading of its contents in their proper context.

6. Oppenheimer neither admits nor denies the allegations set forth within Paragraph 72 of the Counterclaim and respectfully refers the Court to the referenced document for a true and accurate reading of its contents in their proper context.

7. Oppenheimer neither admits nor denies the allegations set forth within Paragraph 73 of the Counterclaim and respectfully refers the Court to the referenced document for a true and accurate reading of its contents in their proper context.

8. Oppenheimer neither admits nor denies the allegations set forth within Paragraph 74 of the Counterclaim and respectfully refers the Court to the referenced document for a true and accurate reading of its contents in their proper context.

9. Oppenheimer neither admits nor denies the allegations set forth within Paragraph 75 of the Counterclaim and respectfully refers the Court to the referenced document for a true and accurate reading of its contents in their proper context.

10. Oppenheimer neither admits nor denies the allegations set forth within Paragraph 76 of the Counterclaim and respectfully refers the Court to the referenced document for a true and accurate reading of its contents in their proper context.

11. Oppenheimer neither admits nor denies the allegations set forth within Paragraph 77 of the Counterclaim and respectfully refers the Court to the referenced document for a true and accurate reading of its contents in their proper context.

12. Oppenheimer neither admits nor denies the allegations set forth within Paragraph 78 of the Counterclaim and respectfully refers the Court to the referenced document for a true and accurate reading of its contents in their proper context.

13. Oppenheimer neither admits nor denies the allegations set forth within Paragraph 79 of the Counterclaim and respectfully refers the Court to the referenced document for a true and accurate reading of its contents in their proper context.

14. Oppenheimer neither admits nor denies the allegations set forth within Paragraph 80 of the Counterclaim and respectfully refers the Court to the referenced document for a true and accurate reading of its contents in their proper context.

15. Oppenheimer denies the allegations set forth within Paragraph 81 of the Counterclaim.

16. Oppenheimer neither admits nor denies the allegations set forth within Paragraph 82 of the Counterclaim and respectfully refers the Court to the referenced document for a true and accurate reading of its contents in their proper context.

17. Oppenheimer admits the allegations set forth within Paragraph 83 of the Counterclaim to the extent that more than ten days have elapsed since Oppenheimer's receipt of DocuLynx's November 15, 2017 correspondence and that Oppenheimer has not made payment of the first Annual Installment payment provided for within the parties' Settlement Agreement. Oppenheimer affirmatively states that DocuLynx is not entitled to any payment under the Settlement Agreement as DocuLynx is in material breach of the same.

18. Oppenheimer neither admits nor denies the allegations set forth within Paragraph 84 of the Counterclaim and respectfully refers the Court to the referenced document for a true and accurate reading of its contents in their proper context.

19. Oppenheimer neither admits nor denies the allegations set forth within Paragraph 85 of the Counterclaim and respectfully refers the Court to the referenced document for a true and accurate reading of its contents in their proper context.

20. Oppenheimer denies the allegations set forth within Paragraph 86 of the Counterclaim.

21. Oppenheimer denies the allegations set forth within Paragraph 87 of the Counterclaim.

22. Oppenheimer denies the allegations set forth within Paragraph 88 of the Counterclaim.

**AS AND FOR PLAINTIFF'S RESPONSE TO DEFENDANT'S
FOURTH AFFIRMATIVE DEFENSE AND SECOND COUNTERCLAIM**

23. Oppenheimer repeats and realleges each and every response set forth in paragraphs 1 through 22 of this Reply as if set forth in full herein.

24. Oppenheimer neither admits nor denies the allegations set forth within Paragraph 90 of the Counterclaim and respectfully refers the Court to the referenced document for a true and accurate reading of its contents in their proper context.

25. Oppenheimer neither admits nor denies the allegations set forth within Paragraph 91 of the Counterclaim and respectfully refers the Court to the referenced document for a true and accurate reading of its contents in their proper context.

26. Oppenheimer denies the allegations set forth within Paragraph 92 of the Counterclaim.

**AS AND FOR PLAINTIFF'S RESPONSE TO DEFENDANT'S
FIFTH AFFIRMATIVE DEFENSE AND THIRD COUNTERCLAIM**

27. Oppenheimer repeats and realleges each and every responseset forth in paragraphs 1 through 26 of this Reply as if set forth in full herein.

28. Oppenheimer admits the allegations set forth within Paragraph 94 of the Counterclaim to the extent that they allege that Oppenheimer's Complaint in this action seeks, among other things, the return of Oppenheimer's property, which is being wrongfully withheld by DocuLynx. Oppenheimer denies the remaining allegations set forth within Paragraph 94 of the Counterclaim.

29. Oppenheimer denies the allegations set forth within Paragraph 95 of the Counterclaim.

30. Oppenheimer denies the allegations set forth within Paragraph 96 of the Counterclaim.

**AS AND FOR PLAINTIFF'S RESPONSE TO DEFENDANT'S
SIXTH AFFIRMATIVE DEFENSE AND FOURTH COUNTERCLAIM**

31. Oppenheimer repeats and realleges each and every response set forth in paragraphs 1 through 30 of this Reply as if set forth in full herein.

32. Oppenheimer denies the allegations set forth within Paragraph 98 of the Counterclaim.

33. Oppenheimer neither admits nor denies the allegations set forth within Paragraph 99 of the Counterclaim and respectfully refers the Court to the referenced document for a true and accurate reading of its contents in their proper context. Oppenheimer affirmatively states that it has not committed any breach of the referenced Settlement Agreement.

AFFIRMATIVE DEFENSES

1. DocuLynx's Counterclaims fail to state a cause of action upon which relief may be granted.

2. DocuLynx's Counterclaims are barred by the doctrines of waiver and estoppel.

3. DocuLynx's Counterclaims are barred by the doctrine of unclean hands.

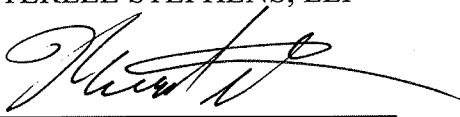
4. DocuLynx's Counterclaims are barred as a result of its material breach of its agreement with Oppenheimer.

WHEREFORE, it is respectfully submitted that Defendant's Counterclaims against Oppenheimer should be dismissed in their entirety.

Dated: New York, New York
February 26, 2018

SATTERLEE STEPHENS, LLP

By:



Michael H. Gibson

John I. Coster IV

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